

Judge Wang

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March 9, 2023

VIA ECF ONLY

Magistrate Judge Wang

Re: Garmashov v. United States Parachute Association, Inc.

Case no.: 1:21-cv-04917-JGK-OTW

Dear Judge Wang:

The Plaintiff, Mr. Yuri Garmashov, opposes the Defendant's letter request for leave to file a response or lift the stay in the Contempt action against them. Defendant and its counsel erroneously construe the November 29, 2022 Order (Doc No. 63) as requiring the Parties to further codify their agreement in a more substantial writing. Notably, case law throughout the country is clear that a Court cannot (nor did it) order Parties to agree to agree to a future rendering of a pre-existing agreement. The Plaintiff's motion to enforce was for an agreement that the Parties made at mediation and the Court recognized the existence of the Agreement. (Doc No. 63) The only thing remaining was for the Parties, namely in this circumstance, the Defendant, to perform, including but not limited to remitting the \$150,000.00 settlement payment.

Notably, the Court found that the Parties reached an agreement (Doc No. 63). The Court did not order the Parties to reach any further writing or a more traditionally drafted settlement. To date, Defendant has failed to perform its obligations under the Agreement, and consequently Plaintiff filed its motion for Contempt (Doc No. 65). Plaintiff filed its pending motion for contempt as a result of Defendant's failure to abide by the Court's Order, and thereby wishes for Defendant's to make good on their obligations under the Settlement Agreement and Order as well as for Defendant to pay for the additional damages that Plaintiff has incurred since the Court found the Agreement (November 29, 2022), notably the lost interest (to be calculated at a post judgment rate) for Plaintiff's lack of use and enjoyment of the \$150,000.00 in funds since November 2022 and the additional and unnecessary costs and attorney's fees incurred with attempting to placate Defendant and its counsel's unreasonable legal positions.(See Doc No. 65) Plaintiff has prayed for the Court to issue a sanction and for such other relief as is just and appropriate under these

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egregious circumstances as Defendant and counsel have willfully not complied with the Court's Order (Doc No. 65).

Should Defendant and its counsel honor the terms of the Settlement Agreement and make reasonable payment for the additional damages they caused to Mr. Garmashov post the Court's Order, then and only then should the April 4, 2023 in person hearing be cancelled.

On behalf of Mr. Garmashov, we appreciate the Court's time and consideration and truly wish the Defendant follows the Order and makes the necessary recompense to avoid all concerned the additional time and expense that the April 4, hearing will cause. We further hope that this Honorable Court not have to waste it's time enforcing its clear and unambiguous order of November 29, 2022.

Sincerely,

A handwritten signature in blue ink, appearing to read "Alex B. Kaufman", followed by a long horizontal flourish.

Alex B. Kaufman, Esq.

cc: VIA ECF

All Counsel of Record